

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents, at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Patton Boggs LLP	2165

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (*specify*) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Renewed contract signed by Registrant and its client, The Republic of Kosovo.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Registrant is filing the renewed contract between it and its client, The Republic of Kosovo. The renewed term of the contract is from March 1, 2014 and will expire on February 28, 2017.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

March 20, 2014

/s/ Edward J. Newberry, Managing Partner

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



Republika e Kosovës

Republika Kosova - Republic of Kosovo

Qeveria - Vlada - Government

Ministria e Punëve të Jashtme / Ministarstvo Inostranih Poslova

Ministry of Foreign Affairs

Departamenti i Prokurimit - Departament Nabavke - Procurement Departments

Contract

Procurement No.¹	216	13	179	215
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Title:

Long-term agreement on Lobbying and Consultancy Services

PART B: PUBLIC CONTRACT TERMS AND RELATED ANNEXES
PART I OF THE CONTRACT: NEGOTIATED PROCEDURE WITHOUT
PUBLICATION OF THE CONTRACT - SERVICES

CONTRACT FOR SERVICES

*Ministry of Foreign Affairs, MFA Building, Floor X ("Contracting Authority"),
on one hand*

and

*Patton Boggs LLP of 2550 M Street, NW, Washington, DC 20037 ("Provider
of Services") on the other*

Agree to and hereby mutually do:

**To conclude this Contract for Lobbying and Consultancy Services ("Contract") under the
Terms of the existing exception for Negotiated Procedure Without Publication of the
Contract and also mutually agree as follows:**

Identification Number: MPJ/216/13/297/215

Article 1

Purpose

- 1.1 The Parties having previously met to negotiate the Terms of this Contract, have indeed set its Terms to their mutual satisfaction. The negotiated terms, set out in the respective clauses below included prices of services and the rules of the implementation of provision of services. Moreover, in respect of the negotiations, the Parties agreed on the following general statement of the Purpose of the Contract:

The winning Economic Operator is obliged to provide services as requested by the Contracting Authority for lobbying and consultancy services and at the certain time as requested.

- 1.2 The Scope of Work is divided in four areas of service:

- 1.2.1. Deepening bilateral cooperation between the Government of Kosova and the United States;
- 1.2.2. Expanding Kosovo's bilateral relations and relations with international institutions
- 1.2.3. Assisting in security and economic development initiatives;
- 1.2.4. Fostering enhanced foreign direct investment and trade opportunities in Kosova.

Contract Date of Commencement and the Term Length of the Contract

- 1.3. The Contract shall enter into force on 01.03.2014 and shall expire on 28.02.2017

Article 2

Price

- 2.1 The Price of the Services provider services is given in Part II, Financial Offer, of this Contract and we hereby agree that such a price is acceptable.
- 2.2 Prices per units, referred to in Article 2.1, and shall be the only remuneration provided to the Services provider under this public contract, except that we also mutually agree that Services provider shall be reimbursed for its out-of-pocket expenditures which are both reasonable and properly detailed in Services provider invoices to the Contracting Authority.

ITEM NO.	DESCRIPTION	QUANTITY	Price per Month-	TOTAL
1	LOBBYING AND CONSULTANCY SERVICES	36MONTH'S	36,983.55€	
GRAND TOTAL:				

Article 3

General Payment Principles

- 3.1 Payments shall be made in Euros in an amount, calculated on the date of payment, which shall satisfy the dollar cost of services.
- 3.2 Payments shall be made on the basis of invoices issued by the Services provider to the following bank account:

BY WIRE AND/OR ACH TO:

Wachovia Bank (Wells Fargo)
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005

ACCOUNT NUMBER: [REDACTED]

ABA NUMBER: [REDACTED]

BENEFICIARY: Patton Boggs LLP

- 3.3 The Contracting Authority shall make all reasonable efforts to immediately satisfy Provider of the services' invoices. In all events, invoices shall be paid within 30 calendar days from the day an acceptable request for payment is registered by the respective department of the Contracting Authority. The payment date shall be the date that the institution account is debited. Request for payment shall not be accepted if it does not meet one or more of the fundamental requirements.
- 3.4 The 30 days period may be suspended by informing the Services provider that the payment request may not be executed because the respective documents have not been submitted, or there are grounds that the costs submitted by Services provider need additional documentary support. In the latter case, an immediate inspection may be conducted to resolve the issue. Services provider shall provide explanations, modifications or other information within 15 days, from the day the request is made. The payment period shall be calculated from the day the duly prepared request for payment has been received.

The Services provider is obliged to submit, together with its monthly invoices, a statement detailing all tasks completed for all lobbying and consultancy services for MFA provided by the Economic Operator on the basis of the financial offer as of 18.12.2003.

Article 4

The scope of services

- 4.1 Envisaged services under Articles 1.1 and Articles 1.2. are specified in Part II, Financial Offer, of this Contract.

Article 5

Order of Priority for Contract Documents

- 5.1 The documents referred to herein and the annexes or any other documents related to this procurement shall have the following order of priority starting from the most important ones:
- This negotiated Contract
 - Approval by the Permanent Secretary
 - The Tender Dossier, including the Terms of References;
 - Bid;
 - Financial Offer (Section II);
 - Purchase order

Services provider

Various documents comprising the Contract shall be considered complementary and in case of ambiguity of discrepancies they shall be read in order given above.

Article 6

Communications

- 6.1 For the purposes of maximizing timelines and efficiency in implementation of this Contract, the Parties acknowledge that they shall communicate with each other by all available means required by the circumstances of the communication. This means that the Parties shall communicate at times by means of post, electronic transmissions, and face to face meetings and by telephone. However in regards to written communication, such correspondence must refer to the Contract Title and identification number. Written Communications shall be sent by post, fax, e-mail or submitted in person.
- 6.2 If the person sending the communication asks for confirmation of receipt, he/she shall state this in the communication. Whenever there is a deadline for the receipt of written communication, the sender shall request a confirmation of receipt. At all cases, the sender shall undertake all required measures to ensure the receipt of his/her communication.
- 6.3 This Contract has been drafted in English in three originals, two of which shall remain with the Contracting Authority and one with the Services provider

Article 7

Transfer

- 7.1 Services provider may not transfer the Contract or any part of it or any other benefit or

interest from the Contract to another individual or entity without the prior written approval of the Contracting Authority, apart from the following cases:

- 7.2 For the purposes of Article 7.1, the approval of a transfer by the Contracting Authority shall not discharge the Services provider from its liabilities for the part of the contract that has already been implemented or that has not been transferred yet.

Article 8

Outsourcing

- 8.1 Outsourcing shall be valid only if there is a written agreement whereby the Services provider entrusts the implementation of the part of its contract to a third party. Outsourcing shall not exceed 30% of the value of the Contract.
- 8.2 Services provider shall not outsource unless authorized in writing by the Contracting Authority. Elements of the Contract to be outsourced and the identity of sub-contractors shall be made known to the Contracting Authority. Contracting Authority shall inform the Services provider on its decision within 30 working days from the day notice is received and shall explain its reasons if authorization is not issued.
- 8.3 Contracting Authority shall not recognize any contractual relations between itself and the sub-contractors.
- 8.4 Services provider is responsible for all acts, errors and neglect of the sub-contractors as well as agents or employees in the same manner as if they were acts, errors or neglect of the Services provider, its agents or employees. The approval for the outsourcing of any part of the contract or the approval of the sub-contractor by the Contracting Authority shall not release the Services provider from obligations against the Contract.

Article 9

Commencement of Services

- 9.1 Services provider shall commence with services as agreed herein at Part C on November 26, 2013. Lobbying and Consultancy Services shall commence from the moment the Contract is signed by both parties up to its termination, 36 months after the date of signature.

Article 10

Date of Termination

- 10.1 Date of termination may not be longer than the specified date in the Contract, except that the Parties may agree at or before the termination date to extend the contract to another year of validity.
- 10.2 The place of execution of services shall be the Ministry of Foreign Affairs or such other place as directed by the Contracting Authority.
- 10.3 Services provider shall be subject to all taxes and customs duties in compliance with the laws of the Republic of Kosova, except that the Contracting Authority hereby agrees to make Services provider

Article 11

Obligations of the Contracting Authority

- 11.1 Contracting Authority shall equip the Services provider as soon as possible with any information and/or documents available that may be relevant for the execution of the Contract. Such documents shall be returned to the Contracting Authority after the completion of duties.
- 11.2 Contracting Authority shall cooperate as much as possible with the Services provider in order to equip the Services provider with information that may be required to execute the Contract.
- 11.3 The Contracting authority will appoint a Project Manager who will be in touch with the holder of the contract.
- 11.4 Contracting Authority shall inform in writing the Services provider with regards to the name and address of the Project Manager.

Article 12

Obligations of services provider

- 12.1 Services provider shall act according to its obligations under the terms of the Contract as well as any new directives given by the Contracting Authority which are consistent with the Contract.
- 12.2 Services provider shall observe and act according to all laws and regulations in force in the Republic of Kosovo and shall ensure that its staff, their relatives and its local staff, also observe and act according to these laws and regulations. Services provider shall ensure the Contracting Authority of all claims and procedures that may derive from any violation of such laws and regulations by the services provider, its employees and their dependents.
- 12.3 With the exception of filing the Contract with the U.S. Department of Justice pursuant to the requirements of the Foreign Agents Registration Act, services provider shall treat all documents and information received related to the Contract as private and confidential. It shall neither publish nor disclose any detail of the Contract without the prior written consent by the Contracting Authority, unless required by law or deemed necessary for the purposes of the execution of the Contract. If any disagreement emerges with regards to the need for publication or disclosure for the purposes of Contract execution, the decision of the Contracting Authority shall be final.
- 12.4 If the Services provider is a joint enterprise or a consortium of two or more individuals, all such persons shall be jointly and continuously obliged to fulfill the terms of the Contract. A person assigned by the consortium shall act as the Leader for the purposes of this Contract and shall be entitled to conclude the consortium. The composition of the joint enterprise or consortium shall not be modified without the prior written approval by the Contracting Authority.
- 12.5 Services provider shall employ the key identified staff in its Bid to perform the said functions in the bid. Furthermore, during contract execution and pursuant to a justified written request, the Contracting Authority may ask for replacement if it considers that a staff member is incapable or is not performing the duties according to the Contract. The Contracting Authority shall approve any proposed replacement proposed for the key staff only if their relevant qualifications and skills are equal or substantially better than the ones already identified.

Article 13

Liability of the Services provider and Insurance

- 13.1 Services provider shall be held responsible for any loss sustained by the Contracting Authority or by the Government of Kosova as a result of advice or activity of the Services provider. Services provider hereby pledges that it carries—and that it must carry by virtue of its professional obligations under the American Bar Association—professional liability insurance sufficient to satisfy this obligation.

Article 15

Violation of Contract

- 15.1 A party shall be deemed to have breached the Contract if it does not fulfill its obligations provided for by the Contract.
- 15.2 In cases when there is a breach of Contract, the non-defaulting party shall be entitled to the following compensations:
- a) Damages suffered; and/or
 - b) Termination of contract.

Article 16

Termination of Contract by the Contracting Authority

- 16.1 Contracting Authority acknowledges that it may only terminate the contract for reasonable cause. In that regard, upon the service of seven days notice to the Services provider, Contracting Authority may terminate the Contract on the basis of one of the following reasons:
- a) Services provider fails to perform its obligations herein within reasonable timeframes after receiving prior warning from the Contracting Authority of its objection to the timeframes within which the obligatory services are being completed;
 - b) Services provider transfers the Contract or sub-contract to another entity without the consent of the Contracting Authority;
 - c) Services provider goes bankrupt or is shutting down; its works are being administered by courts, has entered into agreements with creditors, has suspended its business activities, is subject to legal procedures related to those issues or finds itself in an analogous situation caused by a similar procedure provided for in the national legislation or regulations;
 - d) Services provider is convicted for a violation that deals with the professional behavior via a trial that has the power of *res judicata*;
 - e) Services provider has been found guilty for a serious professional misbehavior that may be proven by the Contracting Authority;
 - f) Services provider has been subject to a trial with the power of *res judicata* for fraud, corruption, involvement in any criminal organization or any other illegal activity that damages the financial interests of Communities;

- g) Any organizational change that involves changes to the legal personality or nature or in the control over the services provider, unless these modifications are registered a mutually acceptable supplement to the Contract;
 - h) Any legal inability emerges that hinders the execution of the Contract;
- 16.2 Termination shall be made without prejudice to other rights or opportunities of the Contracting Authority and Services provider according to the Contract.
- 16.3 After serving the notice on the termination of Contract, the Contracting Authority shall instruct the Services provider on the further immediate steps to be undertaken for the closure of execution of services in a rapid and duly manner in order to decrease costs to minimum.
- 16.4 In case of termination, the Contracting Authority shall, as soon as possible and in the presence of Services provider or its representatives after serving them a proper invitation, prepare a report on the services delivered. A statement of funds shall also be prepared for the payments to be made to the Services provider
- 16.5 Contracting Authority shall not be obliged to make other payments to the Services provider until services are performed, and the Contracting Authority shall be entitled to receive the extra costs from the services provider, if there are such, for services or shall pay the amount that is payable to the Services provider prior to the termination of the Contract.
- 16.6 If the Contracting Authority terminates the Contract, it shall be entitled to take over the losses caused to the Services provider under the terms of the Contract provided for in Article 23.

Article 17

Termination of Contract by the services provider

- 17.1 Services provider, after serving a 7 day notice to Contracting Authority, may terminate the Contract if the Contracting Authority does not pay to Services provider the amounts payable to service provider under the terms of this Contract and within the time periods agreed herein..
- 17.2 Termination shall be made without prejudice to any other right or authority according to the Contract between the Contracting Authority and the Services provider
- 17.3 In the event of such termination, Contracting Authority shall compensate the Services provider for any loss or damage caused.

Article 18

Amicable Resolution of Disagreements

- 18.1 Parties shall make all efforts to resolve all disagreements that may arise between them in an amicable way. As soon as a disagreement emerges, the parties shall inform each other in writing on their positions and for any possible solution. If any of the parties finds it fruitful, parties shall meet and try to resolve the disagreement. Parties shall respond to the request for amicable solution within 15 days from the day of the request. The maximum period granted for resolution by this form shall be 30 days from the day the procedure commences.

Article 19

Conflict Resolution via Court Proceeding

- 19.1 If a solution is not reached within 30 days from the day the amicable procedure has commenced, the Parties may seek conflict resolution through a non-judicial arbitration of the dispute, the venue and format of arbitration to be set at the Parties mutual agreement at the time of the dispute. If either Party wishes to avoid arbitration, that Party, meaning either Party, may seek resolution of the dispute through a Court decision. The competent Court in the Republic of Kosovo shall have jurisdiction.

Article 20

Applicable Law

- 20.1 For any issue that is not covered by the provisions of the Contract, the laws in force in Kosova shall be applicable.

Dates and Signatures For Services provider

For Contracting Authority

Name:	Mike Nardotti: <i>Graham</i>	Name:	Arben Loshi
Post:	Partner, Patton Boggs LLP Of Counsel, Patton Boggs LLP	Post:	Head of Department of Procurement
Signatures:	<i>Michael Nardotti</i> <i>Graham</i>	Signature:	<i>Arben Loshi</i>
Date:	2/27/2014	Date:	27.02.2014
Stamp:		Stamp:	

Michael Nardotti

LISA D. EALLEY
NOTARY PUBLIC
District of Columbia
My Commission Expires Aug. 14, 2015

Emri:	Enver Hoxhaj	Emri:	Mirjeta Behluli
Pozita:	Ministër	Pozita:	UD e Sekretarit të Përgjithshëm
Nënshkrimi:	<i>Enver Hoxhaj</i>	Nënshkrimi:	<i>Mirjeta Behluli</i>
Data:	28.02.2014	Data:	28.02.2014
Vula:		Vula:	